



NOTICE OF REQUEST FOR PROPOSALS

For

CENTRAL YAVAPAI METROPOLITAN PLANNING ORGANIZATION

**REGIONAL ADAPTIVE SIGNAL CONTROL TECHNOLOGY (ASCT)
ASSESSMENT OF NEED, BENEFIT AND IMPLEMENTATION PLAN**

Issued: August 20, 2020

Submittals Due: September 18, 2020 by 2:00 pm

Issued by the Central Yavapai Metropolitan Planning Organization

**REQUEST FOR PROPOSALS
Central Yavapai Metropolitan Planning Organization**

**REGIONAL ADAPTIVE SIGNAL CONTROL TECHNOLOGY (ASCT)
ASSESSMENT OF NEED, BENEFIT AND IMPLEMENTATION PLAN**

The Central Yavapai Metropolitan Planning Organization (herein referred to as CYMPO) invites qualified consultants to respond to the Request for Proposals (RFP) to provide professional services for a Regional Adaptive Signal Control Technology Assessment of Need, Benefit and Implementation Plan.

Response to Request for Proposals will be received until 2:00 pm on September 18, 2020, electronically only to Chris Bridges at Christopher.Bridges@yavapai.us and copy Allison McCarthy at Allison.McCarthy@yavapai.us

Any proposal received after 2:00 pm on the above stated date will be returned unopened. Submittals must conform to the prepared Scope of Work within the RFP available at www.CYMPO.org or by request made to the CYMPO office at (928) 442-5730.

DocuSigned by:



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Allison McCarthy, Accounting Specialist

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1. INTRODUCTION TO PROJECT – ASCT PLAN

The Central Yavapai Metropolitan Planning Organization (CYMPO) is soliciting proposers of Adaptive Signal Control Technology (ASCT) and Traffic Signal Improvements systems development expertise (“Proposer” or “Consultant”) to create a planning document for three (3) regional roadways in the CYMPO region to address signal timings, equipment needs, and the resulting implementation and deployment plan for a system of adaptive traffic signal technology or alternative improvements along State Route (SR) 69 between SR 89 and Fain Road, Willow Creek Road/Miller Valley Road/Grove Avenue between Gurley Street and the Deep Well Ranch Roundabout on SR 89, and Glassford Hill Road between SR 69 and SR 89A.

The focus of the Regional Adaptive Signal Control Technology Assessment of Need, Benefit and Implementation Plan shall include the following:

The intent of the final document is to develop a plan for implementation of ASCT or alternative improvements to increase the overall efficiency and operations of the three corridors for the safe and efficient movement of people, goods, and services within the CYMPO region.

The final plan shall include evaluation, analysis, need, and benefit of all existing and all necessary future improvements including but not limited to interim improvements, traffic signal timings, ASCT related improvements, hardware, servers, communications equipment, switches, system software and system integration services, as well as identify agency roles and responsibilities related to the installation and operation of fully-functioning ASCT systems for each roadway segment and individual traffic signal locations.

The adaptive capability or other alternative identified improvements planning shall be provided for all the traffic signals (See Appendix B) within the three (3) corridors which are currently independently operated by the Arizona Department of Transportation (ADOT), the City of Prescott, and the Town of Prescott Valley.

The final plan will provide the planning necessary to install, operate, and program adaptable signal timings or alternative recommended improvements for the regional traffic signals for each participating agency.

2. TECHNICAL CONSIDERATIONS AND TASKS

A. Project Areas

Participating agencies differ for each roadway segment with traffic signal and cross road right-of-way ownership split between ADOT, City of Prescott, Town of Prescott Valley and Yavapai County.

For the purposes of this planning document all activities will be coordinated through the CYMPO Technical Advisory Committee.

B. Main Deliverables and Technical Considerations

Task 1

Project Administration

A kick-off meeting is required to review the scope, project schedule, and deliverables with CYMPO staff and the CYMPO Technical Advisory Committee (TAC) based upon information provided in the RFP response and the final agreed upon scope of work in addition to scheduling and conducting regular project meetings within an agreed upon schedule as required. A web page shall be developed by the consultant for public notification and involvement opportunities for the duration of the project.

Task 2

Innovation

As part of a RFP response, consultants are encouraged to provide innovative approaches and concepts that could be included as part of the final plan and should keep in mind that the technical considerations listed in the following tasks are not exhaustive and other elements that may be needed can be added to the evaluation and final plan to support a successful project.

Task 3

Need and Benefit Analysis

The final plan shall identify a full assessment of all existing individual traffic signal related systems infrastructure.

Each identified traffic signal location identified in the systems infrastructure assessment will have a need and benefit analysis to evaluate the type and level of improvements required for each intersection. This may include, but is not limited to, the need and effectiveness of adaptive technology, adaptive timings and communications, traditional signal timing adjustments, and/or no change recommended or required, etc.

Each traffic signal location analysis will identify the resulting benefit of the recommended level of improvements and the impact on travel time, congestion mitigation, overall efficiency of the location, efficiency of the corridor, and cost versus overall benefit.

Analysis of local public agency technical abilities and identify any training needs that may be required.

Task 3.1

System Coordination

Each of the participating agencies have existing methods in place to manage the traffic signals included in this project. The existing methods shall remain in place if desired and each agency shall retain the ability to control the signals upon user demand, if the agency

wishes to enable or disable ASCT or other recommended improvements for any reason within their jurisdiction.

Determination of the location and operations of the required ASCT system operations software, potentially either through a partnership or individually by each agency, shall be identified in the final plan as part of the proposed ASCT and other identified solutions.

**Task 3.2
Communications**

Any necessary additional system requirements, expansion or modifications to the existing system shall be identified in the final plan for each roadway segment, by individual traffic signal location, and affected controlling agency. Proposed ASCT systems or other identified solutions may utilize the existing communications networks as applicable for each agency if they currently exist.

**Task 3.3
Detection**

An evaluation and development of a plan for each roadway segment and the individual traffic signal locations shall be provided for any modification or additional detection equipment needs and whether any of the existing detection schemes and equipment will work with a proposed ASCT system "as-is" or alternative improvement options, and whether certain additional capabilities or operational advantages can be gained from modification to existing, or addition of detection. The final plan shall clearly identify any system capability limitations, if any, as a consequence of using existing detection and determine whether additional detection would be an advantage and why.

**Task 3.4
Traffic Counts and Projections**

Current traffic data is required to be able to develop effective traffic signal timings including current volumes and turning movements. The consultant will need to coordinate with each agency to obtain and/or verify the most current traffic count data available.

Traffic projections should be made for each corridor/signal location for a five-year period to adequately plan for future traffic signal needs and the following recommendations for improvements as identified in the needs and benefit assessment listed above.

**Task 3.5
Travel Time and Delay**

An evaluation of current and projected travel times, delay, level of service, and frequency of vehicles stopping at red lights shall be identified in the final plan for each corridor. Performance targets for future evaluation of the recommended system improvements shall be developed for review and analysis on a short, medium, and long-term timeframe.

**Task 4
ASCT cost estimate(s)**

Each proposed ASCT or alternative system improvement shall have a cost estimate provided and be identified on a per traffic signal location and totaled for each of the three corridors for potential phased implementation indicating required devices, servers, communications linkages, signal timings, etc.

Task 5

Prepare Final Draft Plan

A final draft plan will be prepared based on the results of each of the previous tasks and considerations balancing need, cost and priority with available and anticipated funding will be prepared including actions, responsibilities, and timetable to implement the plan. The draft plan will include a long-range plan as well as an implementation program that identifies schedule and responsibilities for implementing the proposed projects. A meeting will be held with the CYMPO TAC and Executive Board to receive input on the draft plan. Approved changes will be incorporated into the final Plan.

Task 6

Present Final Plan to CYMPO TAC and Executive Board

A presentation of the final plan will be made to the CYMPO TAC at its regular meeting. A presentation of the final plan with TAC recommendation will also be made to the CYMPO Executive Board at its regular meeting.

Task 7

OPTIONAL Grant Assistance

The Consultant may, if budget allows, help CYMPO by actively looking for construction grant funding opportunities. The Consultant would be able to optionally, under the final approved scope of work, assist CYMPO in filling out necessary paperwork and applying for at least one relevant grant opportunity.

3. WRITTEN QUESTIONS

Questions regarding this RFP must be received **in writing** no later than **10 business days** after the issuance date of the RFP. Questions of significance to all respondents may require an amendment to this RFP, which may also require adjustments to the schedule. Verbal statements or instructions shall not constitute an amendment to the RFP.

Inquiries may be made to:

**Chris Bridges at Christopher.Bridges@yavapai.us
and copy Allison McCarthy at Allison.McCarthy@yavapai.us**

4. PREPARATION

Proposals shall be delivered electronically in a PDF format and consist of no more than twenty single sided 8 ½ x 11 pages including a title page, using Arial font and not less than type size 11 font. Proposals should provide a concise description of the consultant's qualifications, team members, project approach, project schedule, and a detailed cost proposal, by task, to deliver the proposed work under the RFP.

All costs incurred for proposal preparation, presentation, or contract negotiations are the responsibility of the consultant. CYMPO will not pay for any information solicited or received.

SUBMITTALS

One (1) electronic copy via email of the complete response to RFP to be received no later than **2:00 pm, September 18, 2020**. The response to RFP should be emailed to:

Chris Bridges at Christopher.Bridges@yavapai.us
and copy **Allison McCarthy** at Allison.McCarthy@yavapai.us

Submitted proposals become the property of CYMPO and will not be returned.

5. LATE PROPOSALS

Any proposal received after the exact time specified above will not be considered.

6. REVIEW PROCESS

A review committee comprised of the CYMPO TAC, will evaluate the responses to RFP for this project. Submittals will be evaluated according to the following weighted criteria:

1. Specific experience of the consultant in a project of this type – 25%
2. Experience of the proposed project team and availability within current and anticipated work load for this project – 20%
3. Proposed project approach, including identification of areas that may require special attention – 30%
4. Proposed schedule – 5%
5. Overall quality of the response to RFP evidencing interest in the project – 5%
6. Cost proposal – 15%

The review committee will formulate a consensus ranking and generate a recommendation to the CYMPO Executive Board. The CYMPO Administrator will notify each candidate firm of its ranking and score. The CYMPO Executive Board will consider the Committee's recommendation and approve initiation of contract negotiations. The CYMPO Administrator will meet with the top ranked consultant for the purposes of negotiating a contract. If negotiations are unsuccessful, the CYMPO Administrator will terminate negotiation efforts with the top ranked consultant and open negotiations with the next highest ranked consultant, and so on. This process will continue until negotiations are successful, or until this RFP is terminated.

7. RESPONSIBILITIES/COMPLIANCE

The DBE goal assigned to this project is 0.00%. Consultant must also maximize DBE participation in ADOT Federal-Aid funded contracts, make good faith efforts to meet any DBE goals stated in contract solicitations and must adhere to commitments made to utilize DBEs as indicated in the firm's submittal.

The Consultant shall comply with the Title VI Civil Rights Act of 1964, and Title 49, Code of Federal Regulations, part 21.

The Consultant shall comply with the FAST Act and applicable requirements.

The Consultant will be required to register and report under AZ UTRACS.

8. PROPOSAL REFERENCES

Proposal shall include contact information, curriculum vitae, and references for the lead staff and firm submitting the RFP.

9. WITHDRAWAL OF PROPOSALS AND MINOR IRREGULARITIES

Proposals may be withdrawn by written notice received by CYMPO at any time prior to the award.

CYMPO reserves the right to waive any minor irregularities, informalities, or oversights in the RFP documents, or any corresponding proposals at its sole discretion. The term “minor” as used herein means any Proposer or CYMPO irregularity, or oversight that does not materially affect or alter the intent and purpose of this RFP, and which is not in violation of any State of Arizona or Federal Government rules, laws and regulations that may apply to this procurement.

10. FUNDING

CYMPO is a designated Metropolitan Planning Organization (MPO) for the Prescott Valley-Prescott, AZ Urbanized Area, and has available FTA Section 5305(d), FHWA Planning (PL), Statewide Planning Research (SPR), and Surface Transportation Program Block Grant (STPBG) funds in accordance with federal and state allocations. In support of the Plan, CYMPO has budgeted these funds for various planning activities as identified in accordance with the CYMPO Unified Planning Work Program and as programmed in the CYMPO Metropolitan Transportation Improvement Program.

11. ANTICIPATED RFP SCHEDULE

August 19, 2020	CYMPO Executive Board approval to advertise, consultant selection, and initiate contract negotiations
August 20, 2020	RFP Posted
September 18, 2020	Responses to RFPs due by 2:00 pm
September 30, 2020	Responses to RFPs reviewed by TAC Working Group
October 1, 2020	Responses to RFPs - Recommendation by TAC to Board
October 14, 2020	CYMPO Board approval and initiate contract negotiations
November 18, 2020	Contract fully executed

December 2020

Notice to proceed contingent upon approval from Yavapai
County Board of Supervisors (CYMPO Fiscal Agent)

CYMPO reserves the right to reject any and all proposals.

This is not a bidding process.

12. GENERAL TERMS AND CONDITIONS

The RFP does not commit CYMPO to award an Agreement, to pay any cost incurred in the preparation of the Consultant/Firm's RFP response, or to procure or contract for services or supplies.

A. Submission of a proposal means that the Consultant hereby agrees to all terms and conditions set forth in all the pages of this solicitation. The Consultant must contain within the proposal, a description of those terms and/or conditions to which the Proposer does not agree.

B. Submission of a proposal means that Consultant will commit to the terms of the contract to be awarded, a copy of which contract will include all of the terms in the (form) contract attached hereto, subject to: changes required due to changes in applicable law or interpretation of applicable law; and additions and clarifications due to proposals received under this RFP.

C. The Consultant, and any Sub-Consultant, shall possess any necessary license(s) relative to the work to be performed required by an appropriate licensing authority of the State of Arizona, and shall provide evidence of such to CYMPO with their proposal or prior to commencement of the work in such form as CYMPO shall require.

D. The selected Consultant may not assign its rights or duties without the prior written consent of CYMPO, which may be withheld in CYMPO's unfettered discretion. Consultant may not utilize subcontractors for portions of the work/tasks not disclosed in Consultant's Proposal without the written approval of CYMPO.

E. Any award is based in part upon the Key Personnel (Project Manager(s) and Personnel whose qualification and experience were significant in meeting the overall qualifications for the project) identified in Consultant's Proposal and their qualifications and, where a substantial portion of the work/tasks are performed by Sub-Consultants, on Sub-Consultant's Key Personnel and their qualifications. A proposing Consultant will disclose prior to the award date any changes in such staffing. Requirements for maintaining qualified Lead Staff and staffing are requirements in the contract to be awarded.

13. ADDITIONAL TERMS AND CONDITIONS

The following conditions apply to this RFP:

A. Solicitation & Withdrawal: CYMPO reserves the right to withdraw this solicitation for a proposal at any time without prior notice. Further, CYMPO makes no representations that any agreement will be awarded to any Consultant/Firm submitting a proposal.

B. CYMPO reserves the right to reject any, and/or all, proposals submitted in response to this request and to reject any sub proposers specified in any proposal pursuant to this RFP.

C. CYMPO shall not be liable or responsible for any pre-agreement expenses incurred by any proposed or selected Proposer. Proposers shall not include any such expenses as part of the price proposed set forth in its proposal.

D. No prior, current, or post-award verbal agreement(s) with any officer, agent or employee of CYMPO shall affect, modify or supersede any terms or modifications of this request for proposals or any written agreement or option resulting from this process.

E. Any changes to the proposal requirements will be made by a written addendum.

14. THIRD PARTY AGREEMENT REQUIREMENTS

A. Interest of CYMPO Personnel: By submitting a proposal, the Proposer represents and warrants that no Board Member, officer or employee of CYMPO is in any manner interested directly or indirectly in the proposal or in Agreement which may be made under it, or in any expected profits to arise therefrom.

B. Debarment and Suspension: Each Proposer must certify and submit a certification showing that neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

C. Drug Free Workplace: Proposer must include with its proposal properly completed and executed certification of compliance with applicable state and federal Drug-Free Workplace Acts.

D. Restrictions on Lobbying: Each Proposer must include in its proposal a properly completed and executed certification regarding Restrictions on Lobbying in the form set forth as an exhibit hereto.

E. Free Competition Certification: Each Proposer shall file an executed statement certifying that such Proposer has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

15. PROTEST PROCEDURES

A. Protests Prior to Proposal Openings: Protests regarding any aspect of the attached materials and CYMPO selection procedures must be submitted in writing (via mail, email or fax only) to Christopher Bridges by _____, MST, _____, 2020. The CYMPO Executive Director by respond to these protests by _____, 2020 with an addendum to this RFP, by email and on CYMPO's website. This action completes the pre-opening administrative protest remedy at the CYMPO level.

B. Protests After Proposal Opening/Announcement of Award: Protests regarding CYMPO's proposed selection of Proposer after proposal opening and award announcement must be submitted in writing (via mail, email or fax) to Christopher Bridges by _____, MST, _____, 2020. The CYMPO Executive Director will respond to these protests by _____,

2020, by email and/or fax. This action completes the proposal opening/award announcement administrative protest remedy at the CYMPO level. Remedies beyond such level, if any, will be as provided in applicable state and federal law.

16. Appendix A

A. General Assurance

Central Yavapai Metropolitan Planning Organization (“CYMPO”) HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the Arizona Department of Transportation that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, that no person in the United States shall, on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) of the Regulations, a copy of which is attached.

B. Specific Assurances

Federal-aid Highway Program Assurance

1. That agrees that each “program” and each “facility” as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a “program”) conducted, or will be (with regard to a “facility”) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. The Central Yavapai Metropolitan Planning Organization, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, gender, age, or disability in consideration for an award.
3. Consultant agrees and its Subconsultants will agree to comply with all applicable provisions governing Federal Highway Administration or Arizona Department of Transportation access to records, accounts, documents, information, facilities, and staff. Consultant also recognizes that it must comply with any program or compliance reviews, and/or complaint investigations conducted by the Federal Highway Administration or Arizona Department of Transportation. Consultant must keep records, reports, and submit the material for review upon request to Federal Highway Administration, Arizona Department of Transportation, or its designee in timely, complete, and accurate way.

Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

DISADVANTAGED BUSINESS ENTERPRISES PROVISIONS

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs) in USDOT-assisted contracts. The Contractor is encouraged to eliminate obstacles to contract performance by SBCs and to utilize SBCs when feasible

USDOT regulations require a recipient of federal funding and all of its subrecipients to implement an approved DBE Program that consists of establishing a statewide DBE utilization goal. The AGENCY as a subrecipient of the Department is required to follow the Department established DBE provisions.

Assurances of Non-Discrimination:

The Contractor, subrecipient, or Sub-Contractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the state deems appropriate. The Contractor, subrecipient, or subconsultant shall ensure that all subcontract agreements contain this non-discrimination assurance.

Definitions:

- (A) Disadvantaged Business Enterprise (DBE):** a for-profit small business concern which meets both of the following requirements:

- (1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(B) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

- (1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) "Women;"
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

(D) Non-DBE: any firm that is not a DBE.

(E) RACE-CONSCIOUS: a measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

(F) RACE-NEUTRAL: a measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) SMALL BUSINESS CONCERN: a business that meets all of the following conditions:

- (1) Operates as a for-profit business registered to do business in Arizona;

- (2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials, or labor;
- (3) Is independently owned and operated;
- (4) Is not dominate in its field on a national basis; and
- (5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

The Department has established an overall annual goal for DBE participation on Federal-aid contracts. The Department intends to meet the goal with a combination of race-conscious and race-neutral efforts. Race-conscious participation occurs where the CONTRACTOR uses a percentage of DBEs to meet a contract-specified goal. Race-neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract, is awarded a subcontract on a project without DBE goals, and is awarded a subcontract from a prime CONTRACTOR that did not consider the firm's DBE status.

GOALS:

The Department has not established contract goals for DBE participation in this contract. CONTRACTORS are still encouraged to employ reasonable means to obtain DBE participation. CONTRACTORS must retain records in accordance with these DBE specifications. The CONTRACTOR is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

COMPLIANCE:

The CONTRACTOR and its Sub-Contractors, Lower-tier Sub-Contractors and Vendors are subject to DBE compliance monitoring and are required to provide any requested DBE CONTRACT compliance-related data in hard copy or electronically as determined by the Department, including written agreements between the CONTRACTOR and Sub-Contractor DBEs.

PAYMENTS:

In accordance with the Arizona Prompt Payment Law (A.R.S. §28-411), the Agency shall issue payments to Contractors within 21 calendar days after receipt of complete and accurate Payment Report/Invoice unless proper objection is made under the statute. The law also requires the CONTRACTOR to pay its Sub-Contractors within 7 calendar days after receiving payment from the Agency, to the extent of each Sub-Contractor contractual interest in the payment, subject to provision of the statute.

REPORTING AND SANCTIONS:

- a. The Department is required to collect data on DBE and non-DBE participation to report to on Federal-aid projects. The CONTRACTOR is notified that such record keeping is required by the Department for tracking DBE participation.

- b. Therefore, after execution of this CONTRACT and before the first Payment Report/Invoice is submitted to the Agency, the CONTRACTOR is required to provide information through the Department's web based DBE system at www.adot.dbesystem.com and enter the name, contact information, and subcontract amounts for all Sub-Contractors, lower-tier Sub-Contractors and Direct Expense vendors performing any work on the project.
- c. The CONTRACTOR shall report the monthly payments made to all DBE, Non-DBE Sub-Contractors and Direct Expense Vendors, including all lower-tier Sub-Contractors, for labor, equipment, and materials.
- d. The CONTRACTOR shall provide all such required information for the current month by the 15th calendar day of the following month electronically through the Department's web-based DBE system www.adot.dbesystem.com.
- e. All DBE, Non-DBE Sub-Contractors and Direct Expense Vendors, including all lower-tier Sub-Contractors, for labor, equipment, and materials shall confirm the payments received from the CONTRACTOR electronically through the Department's web-based DBE system www.adot.dbesystem.com.
- f. If the CONTRACTOR and its Sub-Contractors do not provide all required DBE payment information the Agency shall deduct \$1,000 for each delinquent report, whether from the CONTRACTOR or any of its Sub-Contractors, from the progress payment for the current month, not as a penalty, but as liquidated damages. If by the following month, the required DBE payment information for the previous month has still not been provided, the Agency shall deduct an additional \$1,000 for each delinquent report. Such deductions shall continue for each subsequent month that the CONTRACTOR or its Sub-Contractors fail to provide the required payment information.
- g. The Agency, at its sole discretion, may terminate the CONTRACT at any time if the Agency determines that the CONTRACTOR is not satisfactorily meeting the DBE provisions stated in the CONTRACT.

COUNTING DBE PARTICIPATION:

Only the value of the work actually performed by the DBE can be credited toward DBE participation. Credit is given only after the DBE has been paid for the work performed.

At the completion of the contract, the CONTRACTOR shall submit to the Agency a *Certificate of Payments to DBE Firms* affidavit certifying that all DBEs were paid in full for material and/or work promised and performed under the terms of this CONTRACT.

The Contractor shall count only the value of the work actually performed by the DBE toward DBE participation.

- a. CONTRACTS created to artificially create DBE participation are not acceptable; the arrangement shall be within normal industry practices. The DBE shall perform a commercially useful function.

- b. Count the entire amount of that portion of a CONTRACT (or other CONTRACT not covered by paragraph (2) of this section) that is performed by the DBE's own forces. Firms shall include the cost of supplies and materials obtained by the DBE for the work on the CONTRACT, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE Sub-Contractor purchases or leases from the CONTRACTOR or its affiliate).
- c. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, Contractor, or managerial services, or for providing bonds or insurance specially required for the performance of a DOT-assisted contract, toward DBE goals, provided the fee is determined to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
- d. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the lower-tier Sub-Contractor is itself a DBE. Work that a DBE subcontracts to a non-DBE does not count toward DBE goals.
- e. It is presumed that the DBE is not performing a commercially useful function if: (a) a DBE does not perform or exercise responsibility for at least 30 percent (30%) of the total cost of its CONTRACT with its own work force; or (b) the DBE subcontracts a greater portion of the work of a CONTRACT than would be expected on the basis of normal industry practice for the type of work involved.

Participation by Small Business Concerns (SBCs):

It is ADOT's policy to facilitate and encourage participation by Small Business Concerns (SBCs) in ADOT contracts. ADOT encourages Contractors to take reasonable steps to eliminate obstacles to SBC's participation and to utilize SBCs in performing contracts.

Contractor shall take all reasonable steps to remove obstacles to SBC participation in the contract. ADOT encourages the Contractor to utilize SBCs. SBCs are registered in the Arizona Unified Transportation Registration and Certification System (AZ UTRACS).

17. Appendix B

Signals for ASCT project – (52) total

A. State Route 69: (22)

Fain Road

Navajo Drive

Robert Road

Windsong Drive

Lake Valley Road

Glassford Hill Road

Prescott E Highway

Stoneridge Drive

Sundog Ranch Road

Diamond Drive

Ramada Drive

Robin Drive

Sunrise Boulevard/Old Black Canyon Highway

Walker Road

Lee Boulevard

Gateway Road

Prescott Lakes Parkway

Holiday Drive

Yavpe Connector

Unnamed entrance to Frontier Village Shopping Plaza near Einstein Bros

Heather Heights

Sheldon Street

B. Glassford Hill Road: (10)

State Route 69

Centre Court

Florentine Road

NAZ Suns Way

Lakeshore Drive

Long Look Drive

Spouse Drive

Santa Fe Loop Road

Granville Parkway North/ Tuscany Way

State Route 89A

C. Grove Avenue/Miller Valley Road/Willow Creek Road/Deep Well Ranch Road: (20)

Gurley Street

Sheldon Street

Schemmer Drive

Fair Street/Hillside Avenue

Iron Springs Road/Whipple Street

Ainsworth Drive

Black Drive

Prescott Heights Drive

Rosser Street

Green Lane/Pulliam Drive

County Park Drive/Pennie Ann Drive

Nicholet Trail/Smoke Tree Lane

Crossings Drive/College Heights Road

Montana Drive

Willow Lake Road

Sandretto Drive

Commerce Drive

Unnamed entrance to Tractor Supply Co and Prescott Honda

Dan Carrell Drive/Heritage Park Road

Pioneer Parkway

Hass/Whispering Rock Development (planned or under construction)

Warrior Way (Deep Well Ranch Master Plan Area) (planned or under construction)

Lone Elk Trail (Deep Well Ranch Master Plan Area) (planned or under construction)